



PROJECT MANUAL

SYRACUSE STORMWATER CONVEYANCE SYSTEM

*Indiana Department of Natural Resources
Lake and River Enhancement Program*



TOWN OF SYRACUSE



JULY 2004

DLZ Project No.0463-0255-90

SPECIAL PROVISIONS AND
CONTRACT DOCUMENTS

FOR THE

SYRACUSE STORMWATER CONVEYANCE SYSTEM

JULY 2004

CERTIFIED BY:

JONATHAN E. LATURNER
REGISTERED PROFESSIONAL ENGINEER
STATE OF INDIANA NO. 60910028

SYRACUSE STORMWATER CONVEYANCE SYSTEM

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BIDDING REQUIREMENTS

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NOTICE TO BIDDERS

Notice is hereby given that the Town of Syracuse, Indiana, will receive sealed bids until the hour 10:00 A.M., local time, September 17, 2004, at the Town Hall, Syracuse, Indiana, 46567. Sealed bids will be opened at 10:00 A.M., local time, September 17, 2004, at the Town Hall for the following Project:

SYRACUSE STORMWATER CONVEYANCE SYSTEM

Project Description: This project includes installation of a storm water system, appurtenances, pavement replacement, site restoration, dewatering, demolition of the existing storm structures, traffic maintenance, construction layout and staking and all work as shown on the plans and as stated in the specifications. Final site grading, tilling and seeding shall be included in the contract.

The plans, specifications and contract documents can be obtained at the Town Hall. A non-refundable deposit of \$50.00 is required for each set of plans, specifications and contract documents. Contract documents can be reviewed at the following locations:

Syracuse Town Hall
310 N. Huntington Street
Syracuse, Indiana 46567

DLZ Indiana, LLC
360 Century Building
63 S Pennsylvania
Indianapolis, Indiana 46204

A mandatory Pre-Bid Meeting will be held on September 10, 2004, at 10:00 A.M., local time, at the Syracuse Community Center, 1013 N Long Drive, Syracuse, IN 46567.

Bids must be on the forms prescribed by the State Board of Accounts, accompanied by a Non-Collusion Affidavit and a Certified Check or Bid Bond in the amount of not less than 5%. The guarantee shall be made out to the Town of Syracuse, Indiana.

The Town of Syracuse reserves the right to reject any and all bids, or to waive any informalities in bidding, to accept a full or partial award of the Base or Alternate bids which, in its judgment, will be in the best interests of the Town of Syracuse.

Dated this 1st day of September 2004.

Town of Syracuse

ATTEST:
Julie Kline
Clerk Treasurer

Published two (2) times:

PROPOSAL

SYRACUSE STORMWATER CONVEYANCE SYSTEM

TOWN OF SYRACUSE

TO: Town of Syracuse

The undersigned, having familiarized _____ with the local conditions affecting the cost of the work and with the Contract Documents, including the Invitation for Bids, Instructions to Bidders, General Conditions (Parts I, II and III), Special Conditions, Drawings, Specifications for Workmanship and materials for Improvements, Form of Proposal, Form of Non-Collusion Affidavit, Form of Contract (or Agreement), Form of Performance Bond, Guaranty Bond and Addenda Nos. _____, _____, _____, _____ (if any), as prepared by DLZ INDIANA, LLC Engineers, and on file in the office of DLZ Indiana, LLC, and the Town of Syracuse, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services including utility and transportation services required for:

SYRACUSE STORMWATER CONVEYANCE SYSTEM

For the Town of Syracuse, Indiana, all in accordance with the above listed Documents, at and for the Unit Prices of work in place for the following items and quantities:

SYRACUSE STORMWATER CONVEYANCE SYSTEM

TOWN OF SYRACUSE

Contractor's Name: _____

Address: _____

Telephone Number: _____

Addenda Received: _____

Submitted By: _____

Print Name

Signature

Position

Date

ITEMIZED PROPOSAL

SYRACUSE STORMWATER CONVEYANCE SYSTEM

No.	Description	Unit	Amount	Unit Price	Total
1	BMP	LS	2		
2	24" Pipe End Section	EACH	2		
3	Manhole, C-4	EACH	4		
4	Inlet, Type A	EACH	16		
5	Structure Removal	EACH	3		
6	Pipe Removal	LFT			
7	Flowable Fill	CYS	2		
8	Swale Grading	LFT	330		
9	27" Pipe	LFT	253		
10	12" Pipe	LFT	905		
11	24" Pipe	LFT	1250		
12	6" Ductile Iron San. Pipe	LFT	20		
13	Fernco Coupling	EACH	1		
14	Geotextile	SYS	240		
15	"B" Borrow	CYS	149		
16	Sodding	SYS	240		
17	Seeding	SYS	24,080		
18	Tree Removal	EACH	2		
19	4" Drain Tile	LFT	75		
20	Straw Bales	LFT	64		
21	Pavement Patching	SY	400		
22	Drive Patching	SY	100		
23	Slotted Drain	LFT	15		
24	Traffic Maintenance	LS	1		
25	Prairie Plantings	SYS	1300		
26	Construction Engineering	LS	1		
				TOTAL	

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AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2004 by and between _____ a corporation organized and existing under the laws of the State of Indiana, hereinafter called the "Contractor," and the TOWN OF SYRACUSE, INDIANA, hereinafter called the "Local Public Agency."

WITNESSETH, that the Contractor and the Local Public Agency, for the consideration stated herein, mutually agrees as follows:

ARTICLE 1. STATEMENT OF WORK: The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the:

SYRACUSE STORMWATER CONVEYANCE SYSTEM

In strict accordance with the Specifications and Contract documents for Site Improvements, including all Addenda thereto numbered __, dated _____, numbered __, dated _____, numbered __, dated _____, numbered __, dated _____, all as prepared by DLZ INDIANA, LLC acting and, in these Contract Documents for the SYRACUSE STORMWATER CONVEYANCE SYSTEM, referred to as the "Engineer."

ARTICLE 2. THE CONTRACT PRICE: The Local Public Agency will pay the Contractor for the performance of the Contract, in current funds, for the total quantities of work performed at the unit prices stipulated in the Bid for several respective items of work completed subject to additions and deductions as provided in PREVAILING SPECIFICATIONS SECTION 109.

The Local Public Agency shall pay the Contractor for the performance of this Contract, the Contract price of

_____.

ARTICLE 3. CONTRACT: The executed Contract Documents shall consist of the following:

- 1) This Agreement
- 2) Addenda Nos. __, __, __, __.
- 3) Invitation for Bids
- 4) Instructions to Bidders

- 5) Signed Copy of Bid
- 6) Prevailing Specifications
- 7) Special Conditions
- 8) Drawings listed in the Plans

This Agreement, together with other Documents enumerated in this ARTICLE 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original copies on the day and year first above written.

Contractor

BY: _____

Title

ATTEST:

TOWN OF SYRACUSE

BY: _____

ATTEST:

CERTIFICATION

I, _____, certify that I am the President of the Corporation
named as Contractor herein; that _____
who signed this Agreement on behalf of the Contractor; was then
_____ of the said Corporation; said Agreement was duly
signed for and in behalf of said Corporation by authority of its governing
body, and is within the scope of corporate powers.

CORPORATE SEAL

President

(Print or type the name underneath all signatures)

PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____

a (2) _____ hereinafter called "Principal: and

(3) _____

_____ of _____, State of _____,

hereinafter called the Surety, are held and firmly bound unto (4) The Town of Syracuse, hereinafter called the "Local Public Agency," in the Penal Sum of

_____, in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership, or an Individual, as the case may be
- (3) Correct name of Surety
- (4) Correct name of Local Public Agency

THE CONDITIONS OF THIS OBLIGATION are such that, where as the PRINCIPAL entered into a certain Contract with the Local Public Agency, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the SYRACUSE STORMWATER CONVEYANCE SYSTEM.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereto which may be granted by the local Public Agency, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract and shall fully indemnify and save harmless the Local Public Agency from all costs and damages which it may suffer by reasons of failure to do so and shall reimburse and repay the Local Public Agency all outlay and expense which the Local Public Agency may incur in making good any

default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repair on machinery, equipment and tools, consumed or used in connection with the construction of such work and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension or time alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Local Public Agency and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2004.

ATTEST:

(Principal) Secretary

Principal

By: _____

(Address)

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

Surety

BY: _____
(Attorney-in-Fact)

(SEAL)

Witness as to Surety

Address

Address

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

as PRINCIPAL, AND _____

_____ as Surety, are held and firmly bound to the TOWN OF SYRACUSE in the sum of *
_____ (_____)

for the payment of which sum well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, and successors, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT, whereas, the principal entered into a Contract with the local Public Agency on the _____ day of _____, 2004, for the Construction of the SYRACUSE STORMWATER CONVEYANCE SYSTEM, Anderson, Indiana according to the Plans and Specifications, and also warranting the guaranteeing the work and materials as provided in the aforesaid Contract and Specifications, for a period of two (2) years from the date of final acceptance of the work by the Local Public Agency.

NOW, if the said Principal shall faithfully perform and fulfill all the requirements of said Warranty and Guaranty, and make all repairs required under said Guaranty and, in the manner provided for, then this Bond to be null and void, otherwise to be in full force and effect.

* (At least Ten Percent (10%) of the Contract price).

WITNESS our hands and seals this _____ day of _____, 2004.

(SEAL)

Contractor

By: _____

Title

(SEAL)

By: _____

Title

APPROVED this _____ day of _____, 2004.

TOWN OF SYRACUSE
(Local Public Agency)

BY: _____

Title

INDEMNIFICATION

The Contractor hereby agrees to hold harmless, indemnify and defend the TOWN OF SYRACUSE, Indiana, and their agents, architects, engineers, and employees while acting within the scope of their duties from and against any and all liability, claims, damages and costs of defense arising out of the Contractor's performance of the work described herein but not including the sole negligence of the Owner, his agents, architects and engineers, or employees. The Contractor will require any and all subcontractors to conform to the provisions of this clause prior to commencing any work and agrees to insure this clause in conformity with Section 103.05 of the Prevailing Specifications, Insurance hereinafter.

CHANGE ORDER FORMS

Following are specimen forms proposed to be used for the issuance of change orders, field orders, and work directive changes. Procedure for the development, submittal and processing of these forms will be discussed during the preconstruction conference.

TOWN OF SYRACUSE

OWNER: TOWN OF SYRACUSE

FIELD ORDER NUMBER: _____

DATE: _____

PROJECT NAME: _____

PROJECT NO: _____

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Engineer immediately and before proceeding with this Work. If your proposal is found to be satisfactory and in proper order, this Field Order will in that event be superseded by a Change Order.

Description:

Attachments:

PROJECT MANAGER:

By: _____

Date: _____

TOWN OF SYRACUSE

TO:

WORK DIRECTIVE CHANGE NO.

DATE: _____

PROJECT NAME: _____

PROJECT NO.: _____

Specification Reference: _____

Drawing Reference: _____

DESCRIPTION OF WORK COVERED BY THIS DIRECTIVE CHANGE:

REASON FOR THIS ORDER:

AUTHORIZATION:

THIS WORK DIRECTIVE CHANGE AUTHORIZES THE WORK TO BE COMPLETED AS OUTLINED. A Contract Change Order in the amount of \$ _____ will be issued to you in the near future to cover this Work Directive Change.

PROJECT COMPLETION DATE: ADD/DEDUCT/UNCHANGED _____ DAYS.

By: _____
Project Manager (Engineering)

By: _____
Resident Project Representative

By: _____
Project Manager (Construction)

By: _____
Administrator of Construction Services

TOWN OF SYRACUSE

TO: CONTRACT CHANGE REQUEST NO.: _____

DATE: _____

PROJECT NAME: _____

FROM:

IT IS REQUESTED THAT A CONTRACT CHANGE BE MADE TO THE ABOVE REFERENCED CONTRACT.

1. SCOPE OF WORK (USE ADDITIONAL PAGES IF REQUIRED. ALSO LIST OTHER CONTRACTS INVOLVED.)

2. REASON FOR CHANGE:

3. APPROXIMATE COST CHANGE TO CONTRACT PRICE:

\$ _____ .00 _____ and no cents

4. WILL THE CONTRACT NEED ADDITIONAL CONTRACT TIME TO COMPLETE THE CHANGE IN WORK SCOPE? _____ -YES _____ -NO _____ -(CALENDAR DAYS)

5. WILL THE CONTRACTOR NEED ADDITIONAL PERSONNEL TO COMPLETE THE CHANGE IN WORK SCOPE? _____ -YES _____ -NO

IF NO, TRADE(S): _____

NO. OF PERSONNEL: _____

DURATION: _____

6. IDENTIFICATION OF ATTACHMENTS:

DATE: _____ DATE: _____

PREPARED

REVIEWED BY: _____ REVIEWED BY: _____

Project Manager

Comments and Recommendation:

TOWN OF SYRACUSE

TO: CONTRACT CHANGE ORDER NO.:
DATE:
PROJECT NAME:
ORIGINAL CITY P.O. NO.:

I. You are directed to make the following changes in this contract:

<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT</u> <u>(+) OR (-) DAYS</u>
-------------	---------------	---

II. The following referenced documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order:

R.F.P.: _____ W.D.C.: _____

_____ The changes result in the following adjustment of Contract Price and Contract Time:

Contract Sum prior to this Change Order	\$ _____
Contract Sum will be increased/decreased by this Change Order	\$ _____
New Contract Sum including this Change Order	\$ _____
Contract Time Prior to this Change Order	_____ Substantial Completion Date
	_____ Final Completion Date
Net increased/decreased resulting from this Change Order _____ Days	
Current Contract Time including this Change Order	_____ Substantial Completion Date
	_____ Final Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extension incurred at any time resulting from the performance of the changed work.

The Above Changes Are
Recommended:

Engineer

Address

Town of Syracuse
Stormwater Conveyance System

The Above Changes Are
Accepted:

Contractor

Address

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Approved:

TOWN OF SYRACUSE
Owner

Address

0463-0255-90

City/State/Zip

By_____

Phone_____

Date_____

City/State/Zip

By_____

Phone_____

Date_____

City/State/Zip

By_____

Phone_____

Date_____

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PREVAILING SPECIFICATIONS

The Indiana Department of Transportation (INDOT) 1999 "Standard Specifications" and the revisions thereto, contained in the latest edition of the "Supplemental Specifications to the 1999 Standard Specifications" shall be used in conjunction with these plans, Contract Forms, Prevailing Specifications, Special Provisions, Standard Sheets and any addenda which may be issued for this project.

Any item not specifically covered herein or in the Town of Syracuse Standard Specifications and Details shall conform to the INDOT "Standard Specifications".

SECTION 101 - DEFINITIONS AND TERMS

101.03 DELETE AND ADD THE FOLLOWING:

Local Public Agency - the Town of Syracuse which is authorized to undertake this contract.

101.08 DELETE AND ADD THE FOLLOWING:

Chairman – the Town Manager of the Town of Syracuse.

101.15 DELETE AND ADD THE FOLLOWING:

Contractor - the individual, firm, corporation, or combination of same contracting with the Local Public Agency for performance of prescribed work under this contract.

101.18 DELETE AND ADD THE FOLLOWING:

Town's Project Representative – the individual in charge, serving the Local Public Agency with architectural or engineering services, his successor, or any other person or persons, employed by said Local Public Agency for the purpose of directing or having in charge the work embraced in this contract, the said engineer acting directly or indirectly through its duly authorized representatives.

101.19 DELETE AND ADD THE FOLLOWING:

Commission – the Town of Syracuse Council

101.26 DELETE AND ADD THE FOLLOWING:

Laboratory - An independent or public testing firm or agency hired by the contractor to perform all of the testing and laboratory inspection required of the contractor under this contract.

101.36 DELETE. SEE SECTIONS 103 AND 104.

101.51 DELETE AND SUBSTITUTE THE FOLLOWING;

State – Town of Syracuse, Indiana acting through its authorized representative.

101.69 ADD THE FOLLOWING:

Addendum or Addenda - Any written changes, revisions or clarifications of the contract documents which have been duly issued by the Local Public Agency to prospective bidders prior to the time of receiving bids.

101.70 ADD THE FOLLOWING:

Local Government - the Town of Syracuse within which the project area is situated.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

This entire section is to be deleted and the following section substituted:

102.01 CONTENTS OF CONTRACT DOCUMENTS

Prospective Bidders will be furnished with Contract Documents from the Town of Syracuse. The prospective bidders will be required to pay the non-refundable deposit stated in the Notice to Bidders.

Contract Documents will include the following:

1. Form 96 (Revised 1987), General Bid for Public Work prescribed by the State Board of Accounts. This form includes the proposal, non-collusion affidavit and non-discriminatory contract.
2. Bidders' Financial Statement.
3. Itemized bid form showing approximate quantities of work.
4. Town of Syracuse Prevailing Specifications.
5. Project Special Provisions.
6. Project Drawings.

These Contract Documents include a complete set of Bidding and Contract Forms, which are for the convenience of bidders and are not to be detached from the Contract Documents, filled out or executed. Separate copies of Bid Forms are furnished for that purpose.

102.02 INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven (7) or more days prior to the date fixed for Opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents and when issued, will be on file in the Office of the Local Public Agency and the Town Hall at least five (5) days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

102.03 INSPECTION OF SITE AND BID DOCUMENTS

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved the difficulties and restrictions attending the performance of the Contract. The Bidders should thoroughly examine and familiarize himself with the Drawings, Special Provisions, and all other Contract Documents. The Contractor by the execution of the Contract, shall in no way, be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he should have

been on notice as a result thereof.

102.04 BIDS

All Bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

Bid Documents, including the Bid, Bid Guaranty, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (if requested) shall be enclosed in an envelope, which shall be sealed, (no Faxes) and clearly labeled with the words:

SYRACUSE STORMWATER CONVEYANCE SYSTEM
TOWN OF SYRACUSE
Name of Bidder:
Date and Time of Bid Opening:

The Local Public Agency may consider as irregular, any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option, may reject the same.

Each Bidder shall include in his Bid, the following information:

Principles

Names
Social Security Numbers
Home addresses, including City, State and Zip Code

Firm

Name
Treasury Number
Address
City, State and Zip Code

102.05 BID GUARANTY

The Bid must be accompanied by a Bid Guaranty, which shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder the Guaranty may be a certified check, bank draft negotiable U.S. Government Bonds (at par value) or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such

company in said Circular 570. No Bid will be considered unless it is accompanied by the required Guaranty. Certified Check or bank draft must be made payable to the Order of the Town of Syracuse, Indiana. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Agreement and the furnishing of the Surety Bond or Bonds by the successful Bidder all as required by the Contract Documents.

Revised bids submitted before the Opening of Bids, whether forwarded by mail or telegram, if representing an increase of two percent (2%) of the original Bid, must have Bid Guaranty adjusted accordingly; otherwise the Bid will not be considered.

Certified checks or bank drafts, or the amount thereof, Bid Bonds, and negotiable U.S. Government Bonds of unsuccessful bidders will be returned as soon as practical after the opening of the Bids.

102.06 COLLUSIVE AGREEMENT

Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the Documents on which bidding is based, shall execute and attach thereto an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

Successful Bidder shall submit the names of his Subcontractors and necessary forms in accordance with Section 103.06, SUBCONTRACT.

102.07 STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall submit a certified financial statement. The Local Public Agency has the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Local Public Agency that the Bidder is qualified to carry out properly, the terms of the Contract.

102.08 UNIT PRICES AND EXECUTION OF PROPOSAL SHEET

The Bidder shall fill in the unit price for each item and make an extension based on the estimated quantities. In case of incorrect totaling of amounts or where the unit price and the extension do not agree, the unit price shall govern in arriving at the correct extension and/or total.

The unit price for each of the several items in the Proposal of each bidder shall include its pro-rate share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such

additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty percent (20%), except for work not covered in the Drawings and Technical Specifications as provided in Paragraph 104.02.

No alternative bid will be considered unless alternative bids are specifically requested by the Special Provision and provided for on the proposal sheet.

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

Bids received by facsimile will be rejected.

All subcontractors will be listed on the proposal sheet and what work they will perform in the project. Bidder's attention is directed to Section 108.01 with regard to limitations of subcontracts.

102.09 TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bids received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered. Bidders are cautioned that while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if any sense subject to misinterpretation shall make the Bid so modified or amended subject to rejection.

102.10 OPENING OF BIDS

At the time and place fixed for the Opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

102.11 WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time of delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of any telegraphic withdrawal over the signature of Bidders is placed in the mail and postmarked prior to the time set for Bid Opening. The Bid Guaranty of any bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

102.12 WAGES AND SALARIES

Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees in Paragraph 102.13 in its entirety.

The rates of pay set forth in Paragraph 102.13, in its entirety, are the minimum rates to be paid during the life of the Contract. The Contractor and Subcontractors shall provide certified payroll affidavits of all employees showing their wages and fringe benefits paid. It is therefore, the responsibility of Bidders to inform themselves as to the local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

102.13 (NON-FEDERAL LABOR-STANDARDS PROVISIONS)

1. GENERAL PROVISIONS

The following Non-Federal Labor-Standard Provisions, including the following provisions, concerning maximum hours of work, minimum rates of pay and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or Local Laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor-Standards Provisions of this Contract. In case the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor-Standard Provisions of this Contract for corresponding classification, the minimum rates of pay set forth below shall be deemed, for the purposes of this Contract, to be the applicable minimum rates of pay for such classifications. The limitations, if any, in these Non-Federal Labor-Standards Provision upon the hours per day, per week, or per month which employees engaged on the work covered by the Contract may be required or permitted to work thereon shall not be exceeded.

2. OTHER STIPULATIONS

Architects, technical engineers, drafters, technicians, laborers, and mechanics shall not be permitted to work more than eight (8) hours per day nor more than forty (40) hours per week, unless such employees are paid at least time and one-half (1-1/2) for hours of work in excess of these limits. The said limits shall not apply to executive, supervisory, or administrative employees as such. If there is a State or Local law applicable to any or all of the foregoing classes, the Local Public Agency will require compliance with the State or Local laws applicable to such class or classes, instead of compliance with the above requirements.

3. WAGES

The Prevailing State Wage and Salary Rates for this Project will be provided in an addendum. The

successful bidder is required to submit Form 347, Weekly Payroll Form, to the Town's Project Representative within two (2) weeks of the applicable payroll date.

102.14 EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin as set forth therein.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

This entire Section is to be deleted and the following section substituted:

103.01 CONSIDERATION OF PROPOSALS

After the proposals are open and read, they will be compared on the basis on the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be immediately available to the public. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

The right reserved to reject any or all proposals, to waive technicalities, or to advertise for new proposals, if in the judgement of the awarding authority the best interests of the Local Public Agency will be promoted thereby.

103.02 AWARD OF CONTRACT

The award of contract, if it be awarded, will be made within 60 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed, and provided the sum is not greater than the estimated cost. If the contract is not awarded within 60 days, the award may be delayed as agreed by mutual consent of the Local Public Agency and the bidder.

103.03 EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

Subsequent to the Award, and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract documents in such number of copies as the Local Public may require. Having satisfied all conditions of Award as set forth elsewhere in these Documents, the successful bidder shall, within the period specified as above, furnish a Surety Bond in a penal sum not less than One Hundred Twenty-Five Percent (125%) of the amount of the Contract as awarded, as security for the faithful performance on the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used

by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. Also, the successful Bidder shall provide a guaranty bond for at least ten percent (10%) of the final contract price to be in effect for a period of three (3) years after final acceptance of work by the Local Public Agency. The current power of attorney for the person who signs for any surety company shall be attached to the Bonds. The Bond shall be signed by guaranty or Surety Company listed in the latest issue of the U.S. Treasury Circular 570, and the penal sum shall be within the maximum specified for such company in said Circular 570.

The failure of the successful Bidder to execute such Agreement and to supply the required Bond or Bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency shall constitute a default, and the Local Public Agency may either award the Contractor to the next lowest responsible bidder or re-advertise for bids and may charge against the Bidder, the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid received by re-advertising, the defaulting bidder shall have no claim against the Local Public Agency for a refund.

103.04 WAIVER OF DAMAGES

At the time the contract is ready for final execution, all of the necessary right-of-way may not have been secured. In order to expedite prompt execution of the Contract, the Contractor may sign a waiver of damages. This will waive any and all damages that might occur to him for delay, expense, inconvenience, loss of profits, or for any other cause occasioned to him by the failure of the Town of Syracuse, Indiana to secure such right-of-way. The waiver shall also be equally binding upon any Subcontractor of the principal Contractor.

103.05 INSURANCE

Contractor's Liability Insurance

The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury including death to this employees and all others; and from claims for damages to property, any or all of which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor. Insurance shall be written for not less than any limits of liability specified herein.

The types and minimum amounts of insurance to be provided for by the Contractor shall be as follows:

(1) Workmen's Compensation and Occupational Disease Insurance

The Contractor shall provide Workmen's Compensation and Occupational Disease Insurance as required by law. Such policy shall specifically include coverage for the State of Indiana, and such adjoining states as required by the Contractor's operations.

(2) Comprehensive General Liability Insurance

The Contractor shall maintain a Comprehensive General Liability Form of Insurance with bodily injury of not less than \$1,000,000.00 for any one (1) person in any one (1) occurrence, and \$1,000,000.00 for two (2) or more persons in any one (1) occurrence and with property damage liability limits of \$500,000.00 in any one (1) occurrence. The insurance policy shall include the following:

(a) Premises Operation: The policy shall include coverage for the following special hazards when applicable to the Project:

- (1) Property damage arising out of blasting or explosion;
- (2) Property damage arising out of collapse of or structural injury to any building or structure due to grading of land, excavation, burrowing, filling, backfilling, tunneling, pile driven cofferdam work or caisson work or to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.
- (3) Injury to or destruction of wires, conduits, pipes, mains, sewers, and other similar property or any apparatus in connection therewith below the surface of the ground, if caused by use of mechanical equipment.

(b) Contractual (Indemnification):

The Contractor hereby agrees to hold harmless, indemnify and defend the Local Public Agency and his agents, architects, engineers, and employees while acting within the scope of their duties from and against any and all liability, claims damages and costs of defense arising out of the Contractor's performance of the work described herein but not including the sole negligence of the Local Public Agency, his agents, architects and engineers, or employees. The Contractor shall require any and all subcontractors to conform with the provisions of this clause prior to commencing any work and agrees to insure this clause in conformity with the General Conditions, Insurance hereinafter.

(c) Contractor's Protective: The Contractor shall maintain this type of coverage on a "blanket" basis to cover the operations of any subcontractors.

- (d) Automobile Liability Insurance: The Contractor shall maintain Comprehensive Automobile Liability Insurance with bodily injury liability limits of not less than \$500,000.00 for any (1) person in any one (1) occurrence and \$1,000,000.00 for two (2) or more persons in any one (1) occurrence.

Proof of Carriage of Insurance

The Contractor shall not commence work until he has obtained all insurance specified herein, has filed with the Local Public Agency three (3) copies of Certificate of Insurance on forms furnished by the Engineer, evidenced in the carriage of insurance in required amounts, placed with satisfactory carriers licensed in the State of Indiana, and countersigned by a resident Indiana agent; and such insurance has been approved by the Local Public Agency. Should any coverage approach expiration during the Contract period, it shall be renewed prior to its expiration, and Certificate again filed with the Local Public Agency.

The Contractor shall not allow any Subcontractor to commence work on his subcontract until all similar insurance required by the subcontractor has been obtained. The insurance shall provide adequate protection for the Local Public Agency, his employees and agents, and the Contractor against all claims, liabilities and damages arising from the Contractor's or any subcontractor's performance of the work.

The Contractor shall be responsible that all Subcontractors are adequately insured. Such insurance shall be maintained in full force and effect until the Contract has been fully and completely performed. It is understood that "completed operations" insurance shall not be required.

If the Contractor fails to provide a Renewal Certificate, evidencing proof of insurance coverage prior to expiration of coverage, the Contractor shall cease operation on the job site until such Certificate is filed with the Local Public Agency through the Engineer. No delays for extension of Contract period will be granted the Contractor for failure to supply necessary Renewal Certificate.

If any of such policies are canceled or changed so as to reduce the coverage evidenced by this Certificate, at least ten (10) days prior written notice by registered mail of such cancellation or change shall be sent to the Local Public Agency.

All insurance provided for under this Section shall be written by Insurance companies licensed to do business in Indiana and countersigned by a resident Indiana agent. Proof of a resident agent shall be an Affirmation of Authority from the Insurance Certificate on forms furnished by the Engineer.

All insurance shall be maintained in full force and effect until the Contract has been fully and completely performed.

103.06 SUBCONTRACT

The Contractor shall not execute an Agreement with any Subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a Non-Collusion Affidavit from the Subcontractor.

No proposed subcontractor will be disapproved by the Local Public Agency except for cause.

The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontract with the applicable provisions of the Contract for the Improvements embraced in the Site Preparation.

Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Local Public Agency.

103.07 OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling his own work with that to be performed under other contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

103.08 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material persons engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors, the locations and measurements, which they may need for the fitting of their work to all surrounding work.

The Contractor shall have a competent superintendent on the project at all times work is in progress. Before the start of construction, the Contractor shall submit the name and qualifications of his superintendent to the Town's Project Representative for approval. The superintendent shall not be changed without written approval of the Town's Project Representative. Failure to provide a competent and full-time superintendent shall be cause for the Local Public Agency to order a stop in project construction until Contractor is in compliance with this requirement. A time extension will not be granted and liquidated damages will be assessed as per Section 108 of the Prevailing Specification if the contract work is not completed on time.

Responsibilities of the Superintendent shall include, but not be limited to supervision, expediting and prosecution of the work by subcontractors, preparation and maintenance for all construction schedules and pay estimates for this project including all subcontractors, trades and utility companies.

103.09 MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractors. If such other Contractor or Subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgement or claims against the Local Public Agency shall be allowed, the

Contractor shall pay or satisfy such judgement or claim and pay all costs and expenses in connection therewith.

103.10 ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performances of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

103.11 DISPUTES

All disputes arising under this Contract or its interpretation whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claim shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this Paragraph, shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.

The Contractor shall submit in detail, his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the Contractor by registered mail, return receipt requested, directed to his last known address.

SECTION 104 SCOPE OF WORK

Add the following sections:

104.09 REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after the Contractor award and shall be complete as possible at the time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this section.

104.10 DISTRIBUTION OF MATERIALS

The Contractor shall limit the distribution of materials along the line of work and at other places in right-of-way so that it does not interfere with the other contractors on this project.

104.11 ORDER OF WORK

The various parts of the work shall be carried out in a manner and in such order and sequence that there will be a minimum of inconvenience to the Town of Syracuse and the adjacent landowners. Precedence will be given to those portions of the work specifically designated by the Local Public Agency as requiring immediate attention.

The successful bidder must submit a proposed schedule of work 10 days or more prior to starting work. The schedule will be used by the Local Public Agency and the Project Representative for determining the job progress and aid in the coordination of the Contractor's work.

Changes to schedules shall be presented to the City's Project Representative three (3) working days prior to commencement of work on that item.

SECTION 105 CONTROL OF WORK

105.02 PLANS AND WORKING DRAWINGS

Add the following:

SHOP DRAWINGS

All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Engineer in six (6) copies for approval sufficiently in advance of requirements to afford ample time for checking, including re-submitting and rechecking, if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said drawings, etc., until they are approved and no claim, by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.

Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations for the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract Price and/or item, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with Contract even though the drawings have been approved.

If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in Contract Price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the Contract or for any error in the drawing, and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the Local Public Agency under the Contract and surety bond or bonds."

SECTION 106 CONTROL OF MATERIAL

Add the following sections:

106.12 INDEPENDENT TESTING FIRM

When called for in the special provisions, the Contractor shall hire an independent or public testing firm to perform the required material tests. All tests shall be certified by a licensed professional

engineer in the State of Indiana.

All testing shall be accomplished in accordance with the Indiana Department of Transportation "1999 Standard Specifications"; INDOT - Division of Materials and Tests "Manual for Frequency of Sampling and Testing and Basis for Use of Materials" Parts One and Two (latest Revision 8-92); and INDOT - Construction Department "General Instruction to Field Employees", 1991. For testing frequency, refer to Special Provisions Section.

The Contractor shall submit the name of the testing laboratory he proposes to engage for this service to the Project Representative ten (10) working days before the services of said testing laboratory are required. The Contractor shall not engage the services for a testing laboratory until approved by the Project Representative. Three (3) copies of Test Reports shall be submitted to the Project Representative for approval unless additional copies are specified in the references listed above.

Field tests to evaluate and control construction shall be submitted to the Engineer. Material tests and certificates prepared prior to delivery of material at the site are the responsibility of the Contractor. There will be no direct payment to the Contractor for the required testing.

106.13 MATERIAL CERTIFICATIONS

All material that is to be used in any construction that has not been manufactured by the Contractor shall be approved prior to its use. Approval by the Engineer, in writing, will be given after certified reports as to the material's composition and compliance with these PREVAILING SPECIFICATIONS has been supplied to the Engineer. These certifications will be required prior to incorporation of any manufactured product into the Project.

SECTION 107 LEGAL RELATIONS

107.13 ADD THE FOLLOWING:

USE OF EXPLOSIVES

The use of explosives is not allowed for this work.

SECTION 108 PROSECUTION AND PROGRESS

108.01 ADD THE FOLLOWING:

SUBLETTING OF CONTRACT

The contract or contracts or any portion thereof, or the right, title, or interest therein shall not be sublet, sold transferred, assigned, or otherwise disposed of without written consent of the Local Public Agency. In case such consent is given, the Contractor will be permitted to sublet a portion

thereof, but shall perform with his own organization, work amounting to no less than 50% of the total contract cost. Any items designated in the contract as specialty items may be performed by subcontract and the cost of any such specialty items so performed by subcontracts may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contracts will release the Contractor of his liability under the contract and bonds. Approved Subcontractors will not be permitted to further subcontract their work.

SECTION 109 MEASUREMENT AND PAYMENT

109.05 DELETE AND ADD THE FOLLOWING:

CHANGE IN THE WORK

The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of this obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against an emergency endangering health, life, or limb, or property, the Contractor shall make a no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services, or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

If applicable unit prices are contained in the Agreement, the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit price contract, the net value of all changes do not increase or decrease the original total amount shown in the Agreement by more than twenty percent (20%) in accordance with Paragraph 102.08.

If applicable unit prices are not contained in the Agreement, or if the total net change increases or decreases the total Contract Price more than twenty percent (20%), the Local Public Agency shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

1. If the proposal is acceptable, the Local Public Agency will prepare the Change Order in accordance therewith for acceptance by the Contractor.

2. If the proposal is not acceptable, and prompt agreement between the two (2) parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

Each Change Order shall include in its final form:

1. A detailed description of the change in the work;
2. The Contractor's Proposal (if any) or a conformed copy thereof;
3. A definite statement as to the resulting change in the Contract Price and/or time;
4. The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order.

109.06 DELETE AND ADD THE FOLLOWING:

CLAIM FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail, the basis of his objections. No such claim will be considered unless so made.

Claims for additional compensation or extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the drawings and maps issued.

Any discrepancies which may be discovered between actual conditions and those represented by the drawings and maps shall be reported at once to the Local Public Agency and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided in Paragraph 109.04.

109.07 DELETE AND ADD THE FOLLOWING:

PAYMENTS TO CONTRACTOR

1. PARTIAL PAYMENTS

The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it with the required number of copies to the Project Representative for his approval by the tenth (10th) day of the following month. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount to be retained until final payment; and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the Agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection by the Project Representative.

Monthly or partial payments made by the Local Public Agency to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. All materials and completed work by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Local Public Agency. Such payments shall not constitute a waiver of the right of the Local Public Agency to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract, complete and satisfactory, to the Local Public Agency in all details. The Contractor shall provide a Waiver of Lien on all work and materials in connection with each partial pay request, in the amount of said request.

2. FINAL PAYMENT

After final inspection and acceptance by the Local Public Agency of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payments to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically accepted by the Contractor from the operation of the release as provided in SECTION 103.11 of the PREVAILING SPECIFICATIONS.

The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment and services in the construction of the improvements embraced by the Contract in order to protect its interest. The Local Public Agency, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing

of such release or receipt and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

Withholding of any amounts (liquidated damages) due the Local Public Agency as provided in SECTION 108.08, FAILURE TO COMPLETE WORK ON TIME, shall be deducted from the final payment, due the Contractor.

3. WITHHOLDING PAYMENTS

The Local Public Agency may withhold from payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and, if it so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his subcontractor or material dealers, or to withhold any moneys for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any money from the Contractor shall in no way impair the obligations of any surety under any bond or bonds furnished under this Contract.

4. PAYMENT SUBJECT TO SUBMISSION OF CERTIFICATES

Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certificates required of him and his Subcontractors.

109.08 DELETE AND ADD THE FOLLOWING:

FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date, which shall be stated in the Notice. The Notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of inspection. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the Notice, or as soon thereafter as is practicable.

109.09 ADD THE FOLLOWING:

DEDUCTIONS FOR UNCORRECTED WORK

If the Local Public Agency deems it not expedient to require the Contractor to correct work to be done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by Agreement between the Contractor and the Local Public Agency subject to

settlement, in case of dispute, as herein provided.

109.10 ADD THE FOLLOWING:

WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase, or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right or persons furnishing materials or labor to recover under bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material Contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

109.11 ADD THE FOLLOWING:

GENERAL GUARANTY

Neither the final certificate payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twenty-four (24) months from the date of final acceptance of the work. The Local Public Agency will give notice of defective materials and work with reasonable promptness.

SECTION 110 MOBILIZATION AND DEMOBILIZATION

110.02 DELETE AND ADD THE FOLLOWING:

LIMITATIONS

For the purpose of payment, the mobilization portion of this item will be limited to seventy-five percent (75%) of the Lump Sum Price which will be included on the first partial payment estimate.

The balance of the lump sum price is considered demobilization, it will be paid for when all work is completed on the Job and final clean up is completed.

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SPECIAL PROVISIONS

1. PROJECT DESCRIPTION

This project consists of the installation and construction of storm water collection system, pavement replacement, site restoration, dewatering, and all work as shown on the plans and as stated in the specifications. Final site grading, tilling and seeding shall be included in the contract.

The Contractor shall include construction provisions so that access to any existing residence or business remains available at all times.

The successful bidder shall provide a detailed construction schedule at the Pre-Construction Meeting.

Refer to Section III, Item 9 for the contract schedule and general work sequence.

2. PREVAILING SPECIFICATIONS

Each Bidder is specifically instructed to become familiar with the Prevailing Specifications, as defined in Section II, prior to submitting a bid.

These Special Provisions will list only "Additions" or "Deletions" to the Prevailing Specifications and are to be used only in conjunction with the Prevailing Specifications. In the event of conflict between the Special Provisions and the Prevailing Specifications, the Special Provisions will govern.

3. INSURANCE COVERAGE

A. Prevailing Specifications: 103 and 107

B. Additions:

1. The town of Syracuse, Indiana and DLZ Indiana, LLC will be named in the Contractor's insurance coverage for the project.

4. AWARD AND EXECUTION OF CONTRACT

A. Prevailing Specification: 103

B. Additions:

1. Bidders should take note that the Local Public Agency reserves the right to hold these bids for up to 60 days from bid date to Award of Contract.

5. STANDARD DETAILS

Standard construction details are shown on the Contract Drawings for this project.

6. MAINTENANCE OF TRAFFIC

A. Prevailing Specifications: 105 and 801

B. Additions:

1. The Contractor must maintain access for emergency vehicles, local residences and commercial buildings in the construction site. The Contractor shall minimize street closure time and coordinate work with the local law enforcement agency.
2. All construction signage and barricades will not be paid for directly, but included in this item.
3. All construction signs and barricades will be in accordance with the "Indiana Manual on Uniform Traffic Control Devices".
4. All sewer utility related excavations shall be properly barricaded per the IMUTCD by the Contractor.

7. CONSTRUCTION ENGINEERING

A. Prevailing Specification: 105

B. Additions:

1. The Contractor will provide all work required under this item.
2. The Engineer will provide, on the contract drawings, the major street control points and benchmarks for the project.

8. TESTING PROVIDED BY THE CONTRACTOR

A. Prevailing Specifications: 106

B. Additions:

1. The Contractor shall engage an independent testing laboratory to provide compaction, concrete and asphalt testing. Also, the laboratory shall perform asphalt mix design.
2. All test results and mix designs must be certified by a licensed Professional Engineer in the State of Indiana and submitted to the Project Representative for review.
3. The Contractor and the independent testing laboratory's agent shall perform the testing in the presence of the Project Representative. The Project

Representative shall receive a minimum of a 24 hour prior notice of the testing to be conducted.

4. Payment to the Contractor for providing the testing will be made under the bid item "Material Testing" on the proposal sheet. The unit of payment will be paid for partially based upon the amount of work completed.

9. PROJECT COMPLETION DATE LIQUIDATED DAMAGES AND PROTECTION OF EXISTING FACILITIES

A. Prevailing Specification: 108

B. Additions:

1. The Town of Syracuse reserves the right to hold bids up to 60 calendar days from receipt of the bids.
2. The Contract Award and Notice to Proceed is scheduled for _____ and the specified Substantial and Final Completion Date shall be _____ and _____, respectively.
3. Liquidated damages for this Project will be at the rate of \$500 per day and assessed if the specified Substantial and Final Completion dates, are not achieved.
4. The Contractor shall be responsible for any damage to driveways, fences, shrubs, trees, grass areas, or roads incurred by the Contractor's work, except as noted on the Plans. Any damaged areas including, grass areas, or pavement outside the limits shown on the Plans shall be replaced by the Contractor at his expense, subject to acceptance by the Project Representative.

10. EROSION AND SEDIMENT CONTROL ON CONSTRUCTION

A. Prevailing Specifications: 205

B. Additions:

1. Slit fencing or overlapped straw bales pegged down to prevent sediment washing into the existing ditches or swales from the construction site will be required.
2. No direct payment will be made for this but should be included in the various bid items.

11. MOBILIZATION AND DEMOBILIZATION

- A. Prevailing Specification: 110
- B. Additions:

- 1. Payment for this item will be at the Lump Sum Bid Price.

12. CLEARING RIGHT OF WAY

- A. Prevailing Specifications: 201
- B. Additions:

- 1. Clearing right-of-way shall include any clearing of the construction route and any tree and brush removal required for this project. No additional compensation will be made for tree removal, regardless of size.
- 2. All removal of debris and stumps will be disposed of off site in an approved manner according to all City, County and State statutes. No site burial or burning of the removed trees will be allowed.
- 3. The removal and replacement of curbs, signs, mailboxes and other man-made or natural items not specifically identified in other specification sections. This also includes, but is not limited to, the removal and restoration of all existing drainage culverts, sewers, inlets, catch basins and field drainage tile.
- 4. The Contractor will dispose of the materials off site in an approved manner.
- 5. Topsoil removed shall be stockpiled in an approved area to be later reused in grass areas. No additional payment to be made for topsoil.
- 6. Clearing Right-of-Way will be paid for as the "Lump Sum" Bid item as indicated on the proposal sheet.

13. PAVEMENT REMOVAL

- A. Prevailing Specifications: 202
- B. Additions:

- 1. Any public roadway pavement or curb to be removed/replaced will be designated by specifications, by note, or by the pipeline shown crossing the pavement area. Widths of pavement removed shall be justified by field trenching conditions and Project Representative's approval. Removal of drive approaches shall be as required for proper installation of the new pipelines. All other areas not designated as such shall be protected by the means and methods established by the Contractor, the cost of which is to be included in the cost of other items.

2. Any public roadway pavement damaged and was not stated or shown to be removed or replaced by the plan drawings or specifications shall be replaced in-kind, subject to acceptance by the Local Public Agency and at no cost to the Local Public Agency.
3. Wherever rigid type pavement, curbs, drives and walks are to be removed, they shall be cut to a neat, straight line at locations shown on the plans, or at the nearest existing joint. Rigid type pavement shall be cut with an approved carborundum or diamond bit saw.
4. Flexible type pavement shall be cut to a straight, neat line using a saw or by means of an air spade.
5. Removal and disposal of rigid type pavement, curb, walks and drives will not be paid for directly, but included in the cost for concrete pavement removed and replaced.
6. Removal and disposal of flexible type pavement will be paid for in the "Pavement Removal" Bid Item.

14. EXCAVATION, TRENCH SAFETY, AND DUST CONTROL

The CONTRACTOR shall comply with Indianapolis Sanitary District Standards for the Design and Construction of Storm Sewers, Section 6 according to the requirements of IC 8-13-5-6-1, the IOSHA Regulations 29 CFR 1926, Subpart P, for trench safety systems are expressly incorporated herein and made a part of these Contract Documents. The cost for the entire trench safety system shall be incidental to the project. The cost of all work related to excavation and dust control shall be included in the CONTRACTOR's price bid for the related items.

15. EXCAVATION AND EMBANKMENT

- A. Prevailing Specifications: 203
- B. Additions:

1. The minimum soil compaction requirements for backfill material and pavement subgrade will be as follows:

Subgrade under any bike path, roads, shoulders, parking areas, driveways, curbs,
sidewalks and drainage structures (top 12") 100%

Topsoil used in all but the top 6" of fills in areas
specified 90%
Existing ground receiving fills..... 95%

Backfill in pipe and conduit trenches under any roads, Bike path, parking area, shoulders, driveways and curbs	100%
Compacted aggregate base.....	100%
B-Borrow for structure backfill within and under stabilization fabric	90%

Maximum density shall be determined by AASHTO T-99 as modified by Section 203.24 of the State Specifications using Method A for soil and Method C for granular material.

2. Pipeline Trench Compaction Testing

- a. It shall be the Contractor's responsibility to achieve the minimum soil compaction requirements as stated. The trench may be backfilled and compacted full-depth to secure the walls of the trench. Location and depth of test holes are to be as directed by the Project Representative and shall be excavated by the Contractor to safely accommodate the testing agent. Once tested, the test hole shall be backfilled and compacted as required. Only one density test will be allowed per test hole.
- b. The Contractor may option to have the Testing Agent present to test for minimum soil densities as each lift of backfill is placed and compacted where excavating test holes are not desired.
- c. Should compaction operations fail to meet the minimum soil compaction densities, the Contractor shall provide additional test holes, as directed by the Project Representative, to determine the limits of the failed area at no cost to the Local Public Agency. The limits not meeting the minimum soil compaction density shall be re-excavated and compacted to meet the requirements. Any and all additional testing cost to verify densities will be the responsibility of the Contractor.

3. Compaction Testing Frequency

- a. A minimum of one (1) compaction test per two-foot lift is required on the backfill for each sewer pipe run that is under any road/driveway. A sewer pipe run is the length between manhole structures.
- b. A minimum of one (1) compaction test will be required per 2' lift at each manhole/structure under pavement areas.
- c. A minimum of one (1) compaction test will be required under all cast-in-place concrete structures.

4. The borrow material shall be clean, free of debris and less than 20% passing the No. 200 sieve.
5. Additional topsoil furnished for the project shall be a natural, fertile, friable loam soil containing 30 - 50% sand, 10 - 30% silt. The amount of organic matter in the topsoil shall be representative of productive loam soils in the vicinity of the project.
6. The Contractor will be required to keep all public roadways that are used for hauling excavation or borrow material clean and free of any spillage of material. Said public roadways shall be cleaned on a daily basis. The cost of removal of any spillage will be included in the unit cost of excavation or borrow material and no further compensation will be made. Failure to comply with this requirement will result in cleaning of the spillage by the Local Public Agency with a back charge of two-hundred-fifty dollars (\$250) per occurrence.
7. All grading necessary for the completion of this Project including, but not limited to, shaping of sub-grade under pavement, parking area and drive, shall be incidental to the contract and not paid for separately, but included in the various bid items.

15. STRUCTURE EXCAVATION

- A. Prevailing Specifications: 206, 715, 720
- B. Additions:

1. The work shall also include all excavation, dewatering, all sheathing, sheeting, bracing, backfilling and restoration of the site required for sewer pipe, and manhole installation.
2. Structure excavation will not be paid for directly but shall be included in the various bid items.
3. If, in any case, the Contractor shall carry the excavation below lines and grades given by the Project Representative, the Contractor shall, at his own expense, refill such excavated spaces with Class "B" concrete under structures and with sand bedding under pipe, in such a manner as may be directed by the Project Representative.
4. All excavations and trenches shall be properly shored to furnish safe working conditions in accordance with Federal, State and local laws, statutes and ordinances. The Project Representative may order the Contractor to provide additional shoring should there be danger of injury to existing or adjacent structures. Whenever running sand is encountered, close sheeting, well points or both, shall be used.

5. All sheeting shall be done in a manner satisfactory to the Project Representative. The Contractor shall submit drawings in both plan and section to demonstrate clearly to the Project Representative, the method or methods proposed to be used in sheeting. The drawings are to be submitted in sufficient time to allow the Project Representative two (2) days for checking.

Unreasonable width of trench or sloping of banks to avoid use of sheeting will not be permitted, except upon written approval of the Project Representative. No extra allowance for excavation, beyond the limits set out herein, will be made.

6. The approximate locations of gas pipe, water lines, conduits and other underground facilities are shown on the Plans; however, other underground utilities may be encountered.

The Contractor will be required at his own expense to sustain by timbers, tables, or other means, all water, sewer, gas pipe, or other underground utilities or structures, including existing sewers and manholes, which may be affected by this work. Where pipe lines merely cross the trench, the sewer can be laid under these pipes without moving the pipe; the crossing pipe must be permanently supported before the trench is backfilled, in accordance with the requirements of the respective utility.

Water, sewer, and gas services crossing the trench shall be removed only if necessary and shall be replaced by the Contractor at his own expense. Water, sewer and gas service shall be maintained at all times to the Consumer.

No direct payment or allowance will be made for supports. Any such costs shall be included in the Contract Bid price for the various items of the Contract.

7. The excavation shall be kept dry and no water shall be allowed to rise over the work until the concrete has had sufficient time to set. In water bearing sand or quicksand, special precautions shall be taken. Well points, tight sheeting, drains, or other devices shall be used to keep the excavation dry. All water shall be disposed of in a suitable manner without damage to adjacent property or sewers.
8. Trenches shall have walls as nearly vertical as possible, from the bottom of the excavation to the top of the pipe, with as little sloping of the side walls above the top of the pipe as is consistent with Federal and State OSHA requirements.

The Contractor shall include in the cost of the item covering trench

excavation work, the cost for complying with State Specifications, Section 107.07.

The minimum allowable trench width at top of pipe shall be equal to the outside diameter of the pipe plus twelve inches (12").

The pipe bedding shall be installed per the Pipe Bedding Detail on the drawings. The pipe bedding is defined as the material placed from the bottom of the trench to 12" above the top of the pipe.

The pipe backfill is defined as the material placed in the trench above the pipe bedding. The contractor shall use "B" borrow for backfill within 5 feet of the parking area as well as other streets and driveways. Excavated material may be used for backfill in all other locations as long as the excavated material is free of debris and not frozen.

16. COMPACTED AGGREGATE FOR BASE, SIZE NO. 53

- A. Prevailing Specifications: 303
- B. Additions:

- 1. Compacted Aggregate, Size No. 53 will be paid for at the contract unit price for "Compacted Aggregate, Size No. 53... TON" as indicated on the itemized proposal sheet.

17. HMA, TYPE A, INTERMEDIATE

- A. Prevailing Specifications: 402
- B. Additions:

- 1. The Contractor shall submit a job mix formula for approval five (5) calendar days prior to any mix placed. The contractor shall notify the City 48 hours prior to placing any asphalt. Mix placed without notification will be subject to no payment.
- 2. The Contractor shall hire an outside approved testing laboratory to perform testing. Test result shall be given to the City within 48 hours. A City representative shall be present and designate a random location for sample. A representative from the testing lab shall take immediate possession of sample and sign City Form.
- 3. A minimum of one (1) plate sample, for each type of mix placed shall be taken for each day that 50 tons is placed, for more than 500 tons per day, one (1) sample for each 500 tons.
- 4. There shall be a minimum of two (2) field density tests for each mix design and each lift. A City representative shall perform density testing. The target

density shall not be less than 96% of the optimum unit weight of the mixture at the optimum binder content, as determined during the preparation of the mix design. The density for each determination of optimum density shall be the average of five (5) tests taken at random locations. When the width of the pavement does not allow tests to be taken transversely, the five (5) tests shall be taken longitudinally. The average of the density tests should not be less than 95% of the average density of six (6) laboratory prepared specimens.

5. If test results for mixture properties and density does not meet allowable tolerances, adjustment points shall be assessed in accordance with Section 401.19 of the 1999 INDOT Standard Specifications.
6. The Contractor shall perform smoothness tests for all base, intermediate, and surface pavements in accordance with 1999 INDOT standard specification section 402.16. Test shall be done in the presence of a City representative. Addition: Each course shall be straight edged prior to placement of next course.
7. Copies of daily INDOT extraction tests will be acceptable.
8. HMA, Type A, Intermediate will be paid for at the contract unit price for “HMA Intermediate, Type A...TON” as indicated on the itemized proposal sheet.

18. HMA, TYPE A, SURFACE

- A. Prevailing Specifications: 402
- B. Additions:

1. The Contractor shall submit a job mix formula for approval five (5) calendar days prior to any mix placed. The contractor shall notify the City 48 hours prior to placing any asphalt. Mix placed without notification will be subject to no payment.
2. The Contractor shall hire an outside approved testing laboratory to perform testing. Test results shall be given to the City within 48 hours. A City representative shall be present and designate a random location for sample. A representative from the testing lab shall take immediate possession of sample and sign City Form.
3. A minimum of one (1) plate sample, for each type of mix placed shall be taken for each day that 50 tons is placed, for more than 500 tons per day, one (1) sample for each 500 tons.
4. There shall be a minimum of two (2) field density tests for each mix design and each lift. A City representative shall perform density testing. The target density shall not be less than 96% of the optimum unit weight of the mixture at the optimum binder content, as determined during the preparation of the

mix design. The density for each determination of optimum density shall be the average of five (5) tests taken at random locations. When the width of the pavement does not allow tests to be taken transversely, the five (5) tests shall be taken longitudinally. The average of the density tests should not be less than 95% of the average density of six (6) laboratory prepared specimens.

5. If test results for mixture properties and density does not meet allowable tolerances, adjustment points shall be assessed in accordance with Section 401.19 of the 1999 INDOT Standard Specifications.
6. The Contractor shall perform smoothness tests for all base, intermediate, and surface pavements in accordance with 1999 INDOT standard specification section 402.16. Test shall be done in the presence of a City representative. Addition: Each course shall be straight edged prior to placement of next course.
7. Copies of daily INDOT extraction tests will be acceptable.
8. HMA, Type A, Surface will be paid for at the contract unit price for “HMA, Type A, Surface ...TON” as indicated on the itemized proposal sheet.

19. BITUMINOUS MATERIAL FOR TACK COAT

A. Prevailing Specifications: 406

B. Additions:

1. Previously laid bituminous courses as well as any pavement that has dirt on it shall be cleaned to the satisfaction of the Project Representative prior to applying a tack coat and the placement of additional bituminous courses.
2. Application rate shall be 0.000252 tons per square yard.
3. Bituminous Material for Tack Coat will be paid for at the contract unit price for “Bituminous Material for Tack Coat...TON” as indicated on the itemized proposal sheet.

20. CONSTRUCTION ROUTE VIDEO TAPING

A. Prevailing Specifications: None

B. Additions:

1. Prior to commencement of construction, the sewer construction route shall be video taped. This video shall be VHS type and footage shall be recorded by walking the route. All existing conditions which may be affected by construction, shall be video taped, including but not limited to easement areas, sidewalks, curbs, driveways, mailboxes, the entire roadway and intersections of adjoining roadways. Each section of video tape shall be verbally identified on the tape by indicating the house (or lot) number,

roadway name, etc. where footage is being taken. These video tapes shall become the property of the Local Public Agency and shall be delivered to the Project Representative.

2. Include the cost of videotaping in the Lump Sum Bid Price.

21. MANHOLES

- A. Prevailing Specifications: 715 and 720
- B. Additions:

1. Iron castings and frames shall be included in the cost of the structure.
2. Manholes shall conform with the standard 48" diameter manholes.
3. All joints on the precast manholes will use Rub'r-kek butyl rubber sealant as manufactured by K.T. Snyder Company, Inc. of Houston, Texas or approved equal water tight seal.
4. Pipe connections to manholes shall be with a compression gasket, 'A-LOK' or equal for P.V.C. pipe resilient connector with stainless steel straps.

22. DEWATERING

- A. Prevailing Specifications: 206, 715, 720
- B. Additions:

1. Discharge from the dewatering installation shall not be placed in any existing sanitary or combined sewer systems.
2. The Contractor shall include all dewatering costs lump sum bid item.

23. SITE RESTORATION

- A. Prevailing Specifications: 604, 605, 611
- B. Additions:

1. Grading: The Contractor shall restore all earth areas disturbed to their previous condition or better. Regrading of ditches and embankments shall conform to their prior slope and shape. All areas of construction will be free of debris before any seeding or sodding may proceed.

24. STRUCTURAL CONCRETE

- A. Prevailing Specifications: 702

B. Additions:

1. Structures and Bracing

Portland cement concrete for cast-in-place structures shall conform to Concrete, Class "A". Cast-in-place bases for pre-cast drainage structures shall be cast from Class "A" concrete.

Bracing, encasement and concrete bedding may be cast from either Class "A" or Class "B" concrete.

2. Aggregates

Concrete aggregates shall conform to the Indiana Department of Transportation 1999 "Standard Specifications" except native gravel shall not be used in concrete exposed to the weather.

3. Cost

The cost for structural concrete will not be paid for separately but included in the cost of other items where it is used.

4. Tests

A minimum of one (1) battery of quality tests per class of concrete per day's pour of concrete will be required. The battery of tests performed shall include slump, entrained air content, yield and cylinder compression. Test to be made at seven (7) days and twenty-eight (28) days after the sample is taken. No tests will be required if the total day's pour is less than five (5) cubic yards.

25. REINFORCING STEEL

A. Prevailing Specifications: 703

B. Additions:

1. Reinforcing steel will not be paid for directly but shall be included in the various concrete bid items that it is used in.

26. EMPLOYEE SAFETY

A. Prevailing Specifications: 107

B. Additions:

1. The Contractor shall review the prevailing specification of this section. The Contractor shall include in the cost of the item covering trench excavation work, the cost of complying with the Prevailing Specification Section 107.07 (a) regarding compliance with OSHA regulations.

27. MULCHED SEEDING

A. Prevailing Specifications: 621

B. Additions:

1. Wood cellulose fiber will be used for mulch.
2. The seed mixture shall be Mulched Seeding, “U” for residential and commercial lawns.
3. All areas disturbed by construction shall be seeded to control erosion as soon as construction permits.
4. Place erosion control blankets as noted on the drawings.
5. The cost of mulched seeding will be included in the contract lump sum price for “Mulched Seeding”.

28. STORM SEWERS

A. Prevailing Specification: 715

B. Additions:

1. Storm sewer pipe shall conform to the following acceptable kinds:
 - a. Reinforced Concrete Pipe – Class III, ASTM C-76 and joints to conform to ASTM C425.
 - b. Concrete Sewer Pipe – ASTM C-14 Class 3 and joints to conform to ASTM C425.
 - c. Plastic pipe – Plastic pipe shall be PVC SDR 35 or SDR 40 up to 15 inch in diameter or A-2000 PVC pipe in accordance with ASTM F949 (corrugated exterior, smooth interior) up to 36 inch diameter.
2. New pipe shall match the pipe to which it is connected. All of the pipes herein permitted may be connected to a concrete manhole or inlet.
3. Where called for on the Plans, new sewer pipe shall be connected to existing structures or sewers. Work under this item shall include breaking into the manhole or pipe, installation of pipe, removal and replacement of concrete filler, grout, concrete collars and all other work and materials required to make the connection as called for on Plans and as specified. The cost of this work will not be paid for directly but shall be included in the cost of other items.
4. All sewer pipe shall be laid using a laser beam to control alignment. All sewer pipes shall be laid true to both horizontal and vertical alignment, and will be subject to review by the Project Representative. Pipes which do not “Lamp” shall be removed and relaid to a true line and grade.
5. Storm Sewer shall be paid for at the contract unit price for each diameter specified as “Storm Sewer Pipe, 12 IN....LFT”.

6. B-Borrow for Structure Backfill will not be paid for separately, but shall be included in the cost of the pipe.

29. MANUFACTURED BEST MANAGEMENT PRACTICE (BMP)

A. Scope:

1. Work described in this section includes furnishing all labor, equipment, materials, tools and incidentals required for a complete and operable installation of the stormwater treatment system as shown on the drawings and specified herein. The manufacturer shall design and supply the equipment, listed in Part 3.A., and the Contractor shall install the equipment in accordance with the manufacturer's Handling, Storage, and Installation Instructions.

B. General Requirements:

1. The stormwater treatment system shall use an induced vortex to separate solids from liquids. The system shall be self-activating with no mechanical parts or external power requirements.
2. The stormwater treatment system shall be supplied by a manufacturer regularly engaged in such work who has furnished similar installations that have been in successful and continuous operation for a minimum period of five years.

C. Submittals:

1. Submittals shall be provided in accordance with the General Conditions and shall include the following:
 - a. General arrangement and dimensional drawings of the stormwater treatment system.
 - b. Plan and profile drawings of the stormwater treatment system (including bypass structure if required) as part of the stormwater drainage system. Detailed hydraulic calculations for the stormwater treatment system and storm drain modifications at the treatment unit's location will be provided to demonstrate that the design flow rate is being conveyed to the treatment system. Hydraulic calculations must also be provided at the peak capacity flow rate to confirm the water levels upstream and downstream of the stormwater treatment system, which shall be shown in the profile drawing.
 - c. Performance information including published data and supporting research which demonstrates the system meets the performance requirements at the design and peak capacity flow rates as stated below.
 - d. Handling, Storage and Installation Instructions.

e. Operation and Maintenance Instructions.

D. Quality Assurance:

1. ISO Certification: The manufacturer shall be an ISO 9001 Certified Company. Upon request, the manufacturer shall provide supporting documentation that demonstrates the stormwater treatment system is in strict compliance with the Contract Specification's treatment and design requirements.
2. Warranty: The manufacturer shall guarantee the stormwater treatment system to be free from defects in materials and workmanship for a period of twelve months following installation. Equipment supplied by the manufacturer shall be installed and used only in the particular application for which it was specifically designed. Any defects found within the warranty period will be, at the discretion of the manufacturer, either modified, repaired or replaced, or the client's payment for the products will be refunded.
3. Patent Indemnity: The manufacturer shall warrant that the system sold does not infringe upon or violate any patent, copyright, trade secret or any other proprietary right of any third party. In the event of a claim by any third party against the Owner, the manufacturer shall defend such claim, in the Owner's name, at the manufacturer's expense, and shall indemnify the Owner against any loss, cost, expense or liability arising out of such claim whether or not such claim is successful.
4. Certificate of Compliance: The manufacturer hereby warrants that the stormwater treatment system shall be manufactured in strict compliance with the Contract Specifications.

E. Manufacturer:

1. The stormwater treatment system shall be the Downstream Defender[®] as designed by Hydro International located at 94 Hutchins Drive, Portland, Maine 04102. Telephone (207) 756-6200. Fax (207) 756-6212.

F. Equipment Performance and Design Criteria:

1. The stormwater treatment unit shall adhere to the following performance specifications at the design flows and contain the stated storage capacities, as listed below:

Performance objective: To remove at least 80% of all particles with specific gravity of 2.65 at the frequent storm flow listed below, based on a particle size gradation similar to typical D.O.T. road sand, having greater than 20% of all particles finer than 300 microns. Additionally, the treatment chamber must be capable of removing greater than 50% of all particles in the range of 300-425 microns at the peak treatment flow rate listed below.

STRUCTURE NO 15

Frequent Storm Flow:	2.62	cfs
Peak Treatment Flow:	8.33	cfs
Vessel diameter:	6	ft.
Inlet pipe diameter:	18	in.
Overflow pipe diameter:	18	in.
Predicted head loss at design flow:	<2	in.
Predicted head loss at peak capacity:	8	in.
(Head loss is defined as the difference between static water level at the inlet to the Downstream Defender to the free water surface in the overflow pipe assuming a free discharge.)		
Sediment storage capacity:	2.1	cu. yd.
Oil storage capacity:	230	gal.
Approximate empty weight:	30,000	lbs.
Approximate operational weight:	40,350	Lbs.

STRUCTURE NO 23

Frequent Storm Flow:	3.37	cfs
Peak Treatment Flow:	13.0	cfs
Vessel diameter:	6	ft.
Inlet pipe diameter:	18	in.
Overflow pipe diameter:	18	in.
Predicted head loss at design flow:	<2	in.
Predicted head loss at peak capacity:	8	in.
(Head loss is defined as the difference between static water level at the inlet to the Downstream Defender to the free water surface in the overflow pipe assuming a free discharge.)		
Sediment storage capacity:	2.1	cu. yd.
Oil storage capacity:	230	gal.
Approximate empty weight:	30,000	lbs.
Approximate operational weight:	40,350	lbs.

2. The stormwater treatment system shall be a hollow cylindrical vessel with internal components and a tangential inlet to induce a vortex flow pattern that will accumulate and store settleable solids in a sediment storage facility that is isolated from the treatment flow path. The sediment storage facility shall be beneath the vortex chamber to prevent re-entrainment of captured sediment and reduction in treatment capacity.
3. Each stormwater treatment unit shall utilize a submerged inlet to prevent the re-entrainment of trapped floating contaminants without raising the water surface inside the tank.
4. The stormwater treatment system shall have a floatables trap that is separate from the treated effluent discharge area to prevent re-entrainment of captured floatables during surcharge conditions.
5. The useable sediment and oil storage capacities shall not be less than the volumes listed above. The useable sediment storage capacity shall not cause a reduction in the volume of the treatment chamber capacity. The useable oil storage capacity shall not encroach upon the useable sediment storage capacity.
6. Access covers shall be provided for the sediment and floatable contaminant storage areas to facilitate maintenance.

G. Equipment:

1. The Downstream Defender shall consist of a hollow, cylindrical vessel with internal components.
 - a. The internal components to be supplied by Hydro International shall include the center shaft and cone, dip plate, benching skirt, floatables lid and component support frame.

Materials of construction for the above components shall be cross-linked polyethylene (XLPE) or polypropylene. The component support frame members and all metal parts shall be Type 304 stainless steel. All components shall be designed to withstand all normal loadings associated with fabrication, shipping, site installation, and normal operation of the equipment. The component support frame shall withstand a live load of 500 lbs.

- b. The hollow cylindrical vessel shall be a precast concrete structure manufactured with 4,000 psi after 28 day concrete. Structure shall be reinforced for H-20 loading. Shiplap joints to be sealed with one-inch butyl rubber sealant. Slab tops shall be suitably reinforced and provided with manhole openings and covers as required. The cast

iron manhole frames and covers shall be sized as per the manufacturer's drawings. The masonry fixing bolts shall be Type 304 stainless steel.

- c. All piping connections and ancillary items not listed herein shall be provided by the Contractor.

H. Equipment Delivery:

1. The Downstream Defender components shall be delivered within six weeks from date of approved technical submittal.
2. The Downstream Defender components shall be delivered to the site fully fabricated.
3. Off-loading, storage, and installation shall be by the Contractor.
4. The Contractor shall inspect and provide signed acceptance of equipment prior to unloading, or notify Hydro International of any damage to equipment to effect proper remedial action. Failure to notify Hydro International of damage to equipment prior to unloading will void all warranties pertaining to subject equipment.

I. Equipment Installation:

1. The system shall be installed in strict accordance with the site plans, and the manufacturer's general arrangement drawings and Handling, Storage and Installation Instructions. The Contractor shall be responsible for installing the equipment and all necessary site connections.
2. Hydro International shall be notified immediately of any equipment which is damaged during unloading, storage, or installation. The damaged equipment shall be repaired or replaced at the discretion of Hydro International and entirely at the Contractor's expense.
3. The precast concrete structure shall be set on a granular or compacted sand subbase in accordance with local requirements for standard manhole installation.
4. The precast concrete structure shall be set level to within 0.5%.
5. Non-shrink grout shall be used to provide a watertight seal in the pickholes and around the concrete knock-outs for the inlet and outlet pipes.
6. The Contractor shall test the concrete structure for water tightness before backfilling.

30. GLACIAL STONE

Glacial stone shall conform to the requirements below, or, if so specified shall be obtained from designated sources.

Glacial stone minimum size shall be 12" in diameter and shall be mechanically forced into the existing surface to an elevation equal to the existing grade.

The stone shall be free from dirt, clay, sand, rock fines and other materials not meeting the required gradation limits. Individual rock fragments shall be dense, sound and free from cracks, seams and other defects conducive to accelerated weathering. Except as otherwise specified, the stone fragments shall be angular to subrounded in shape. The least dimension of an individual stone fragment shall be not less than one-third the greatest dimension of the fragment.

Except as otherwise provided, the stone shall be tested and shall have the following properties:

- (1) Bulk Specific Gravity (saturated surface-dry basis). Not less than 2.5 when tested in accordance with ASTM C 127 on samples prepared as described for soundness testing.
- (2) Absorption. Not more than 2 percent when tested in accordance with ASTM C 127 on samples prepared as described for soundness testing.
- (3) Soundness. The weight loss in five (5) cycles shall not be more than ten (10) percent when sodium sulfate is used or more than fifteen (15) percent when magnesium sulfate is used.

Stone that fails to meet the material requirements stated above may be accepted only if similar stone from the same source has been demonstrated to be sound after five (5) years or more of service under conditions of weather, wetting and drying, and erosive forces similar to those anticipated for the stone to be installed under this specification.

A stone source may be rejected if the stone from that source deteriorates in three (3) to five (5) years under similar use and exposure conditions expected for the stone to be installed under this specification, even though it meets the testing requirements stated above.

Deterioration is defined as the loss of more than one-quarter (1/4) of the original stone volume, or severe cracking that would cause a block to split. Measurements of deterioration are taken from linear or surface area particle counts to determine the percentage of deteriorated blocks. Deterioration of more than 25 percent of the blocks shall be cause for rejection of stone from the source.

The stone shall conform to the specified grading limits after it has been placed within the matrix of the stone riprap.

At least thirty (30) days prior to delivery of stone from other than designated sources, the

Contractor shall designate in writing the source from which stone materials will be obtained and provide information satisfactory to the Engineer that the material meets contract requirements. The Contractor shall provide the Engineer free access to the source for the purpose of obtaining samples for testing. The size and grading of the stone shall be as specified in the plans.

Stone from approved sources shall be excavated, selected, and processed to meet the specified quality and grading requirements at the time the stone is installed.

When requested by the Contracting Officer, a gradation quality control check shall be made by the Contractor and subject to inspection by the Engineer. The test shall be performed at the work site, in accordance to ASTM D 5519 Test Method B Size, *Size-Range Grading*, on a test pile of representative stone. The weight or size of the test pile shall be large enough to ensure a representative gradation of stone from the source and to provide test results within a five (5) percent accuracy.

Based on a specific gravity of 2.65 (typical of limestone and dolomite), and assuming the individual stone is shaped midway between a sphere and a cube, typical size/weight relationships are:

Sieve Size of Stone	Approximate Weight of Stone	Weight of Test Pile
16 inches	300 pounds	6000 pounds
11 inches	100 pounds	2000 pounds
6 inches	15 pounds	300 pounds

The results of the test shall be compared to the gradation required for the project. Test pile results that do not meet the construction specifications shall be cause for the stone to be rejected. The test pile that meets contract requirements shall be left on the job site as a sample for visual comparison. The test pile shall be used as part of the last stone riprap to be placed.

31. SPECIFICATIONS FOR INSTALLING PRAIRIE PLUGS

A. General

1. Section Includes

- a. Preparation
- b. Plug Installation
- c. Maintenance

2. Environmental requirements

Installation shall be performed between April 10 and October 1. If site is prepared at any other time of the year, stabilize with the following seed mix per acre.

64 lbs seed oats (*Avena sativa*)
25 lbs annual ryegrass (*Lolium multiflorum*)

Under no circumstances shall the site be stabilized with winter rye, grain rye, or winter wheat. These plants produce toxins that inhibit prairie seed germination.

B. Products

1. Plugs

a. Plugs shall have a minimum size of 2 inch diameter and 3 inch depth. Plugs shall be thoroughly rooted through the container. No species shall be substituted without approval of the architect.

b. Plugs shall be inoculated with VAM (Vesicular Arbuscular Mycorrhizae) endomycorrhizal fungi as provided by Spence Restoration Nursery or approved source where available.

2. Mulch

Mulch shall be clean black leaf compost,

3. Plugs

Grasses

Little Bluestem (*Andropogon scoparius*)
Side-Oats Grama (*Bouteloua curtipendula*)
Indian Grass (*Sorghastrum nutans*)

Wildflowers

Heath Aster (*Aster ericoides*)
Smooth Aster (*Aster laevis*)
New England Aster (*Aster novae-angliae*)
White False Indigo (*Baptisia leucantha*)
Purple Coneflower (*Echinacea purpurea*)
False Sunflower (*Heliopsis helianthoides*)
Dense Blazing Star (*Liatris spicata*)
Mountain Mint (*Pycnanthemum virginianum*)
Sweet Black-Eyed Susan (*Rudbeckia subtomentosa*)

C. Execution

1. Verification

- a. Verify that site is within 4 inches of specified grade.
- b. Verify that site is clean and free of debris.

2. Preparation

- a. If vegetation exists on the site, apply a 2 % glyphosate herbicide at least two weeks prior to installation on all actively growing vegetation. Verify that a good kill has resulted from the herbicide application prior to planting.
- b. Spread specified mulch to a depth of two inches across the area to be plugged.
- c. Do not apply any fertilizer other than compost.

3. Installation

- a. Use an auger or other appropriate tool to excavate planting holes on 1 foot centers in a staggered pattern.
- b. Evenly distribute prairie grasses throughout planting. Place wildflowers in informal drifts of 3-7 of any one species with the edges blended into adjacent species to avoid a formal appearance.
- c. Plant plugs level with existing soil grade. Be certain that soil is placed around the plugs and firmed into place. Do not fill around plugs with mulch.
- d. Thoroughly soak plugged area with water until soil is moist to a depth of 4 inches.

4. Maintenance

- a. Pull weeds of the following species deemed detrimental to prairie plantings.
Canada Thistle (*Cirsium arvense*)
Queen Anne's Lace (*Daucus carota*)
Sweet Clover (*Melilotus spp*)
- b. Subsequent waterings shall be the responsibility of the owner. Watering and rainfall shall supply a minimum of 1 inch of water per week.

5. Acceptance

- a. Plugs shall exhibit vigorous growth and be thoroughly rooted by the end of first growing season.
- b. A minimum of 95% of plugs shall be alive and growing at the end of the first growing season.

SECTION V
RECORD DOCUMENTS

RECORD DOCUMENTS

1.1 GENERAL

- A. A record of all deviations from the Contract Drawings and improvements completed during the project shall be made by a registered engineer or land surveyor hired by the CONTRACTOR who shall, upon completion, of the project, generate the final Record Drawings. Final Record Drawings are generated by drawing a line through the original design information and adding the corrected data to the original plans.
1. Final Record Drawings shall depict the proposed information and the constructed information, which shall include, but not be limited to, such features as detention basins, topographical information, new drawings added to the original set, and new and revised calculations based upon altered site conditions.
- B. Maintenance of Documents:
1. Maintain in CONTRACTOR'S field office in clean, dry, legible condition complete sets of the following: Drawings, Specifications, Addenda, approved Shop Drawings, Samples, photographs, Change Orders, other modifications of Contract Documents, test records, survey data, Field Orders, and all other documents pertinent to CONTRACTOR'S Work.
 2. Provide files and racks for proper storage and easy access. File in accordance with filing format of Construction Specification Institute (CSI), unless otherwise approved by ENGINEER.
 3. Make documents available at all times for inspection by ENGINEER and OWNER.
 4. Record documents shall not be used for any other purpose and shall not be removed from the CONTRACTOR'S office without ENGINEER'S approval.
- C. Marking System: Provide colored pencils or felt tipped pens for marking changes, revisions, additions and deletions, to the record set of Drawings. Use red to indicate any changes unless otherwise approved by the ENGINEER.
- D. Recording:
1. Label each document "PROJECT RECORD" in 2-inch high printed letters.
 2. Keep record documents current.
 3. Do not permanently conceal any Work until required information has been recorded.
 4. Drawings: Legibly mark to record actual construction including:
 - a. Changes in Station and/or Offset on all of the following:
 - Manholes.
 - Cleanouts
 - Catch Basins or Surface Inlets.

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- Headwalls and Retaining Walls.
- Slope Stabilization Measures and Channel Linings.
- Water and Service Valves.
- Crosses, Tees, Elbows and other Pipe Fittings.
- Fire Hydrants.
- Off Sets.
- Blow-offs and Plugs.
- b. Changes in Elevation for the following:
 - Inverts.
 - Rims (to the nearest hundredth).
 - Surface Inlet Grates (to the nearest hundredth).
 - Flowlines. Clearly show pipe material and pipe slopes as installed.
 - Structures.
- c. Changes in Structures including the following:
 - Manhole collar size.
 - All revisions in pipe sizes, lengths, slopes and angles.
 - Changes in offset distances of structures.
- d. Horizontal and vertical location of all underground utilities and appurtenances referenced to, uncovered and/or modified during construction.
- e. Changes made by Change Order or Field Order.
- f. Details not on original Drawings.
- 5. Specifications and Addenda: Legibly mark up each Section to record:
 - a. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - b. Changes made by Change Order or Field Order.
 - c. Other matters not originally specified.

E. Submittal:

1. Upon Substantial Completion of the Work, deliver record documents to ENGINEER. Final payment will not be made until satisfactory record documents are received by ENGINEER.
 - a. The Registered land surveyor or professional engineer shall stamp and sign all sheets in the space provided.
 - b. Any unverified data shall show "+/-" thereby indicating the information has not been verified.
2. Accompany submittal with transmittal letter containing:
 - a. Date.
 - b. Project title and number.
 - c. CONTRACTOR'S name and address.
 - d. Title and number of each record document.
 - e. Certification that each document as submitted is complete and accurate.
 - f. Signature of CONTRACTOR, or his authorized representative.

++ END OF SECTION ++

**DLZ INDIANA, LLC
360 CENTURY BLDG. 36 S. PENNSYLVANIA ST.
INDIANAPOLIS, INDIANA**

August 25, 2004

ADDENDUM NO. 1

RE: Stormwater Conveyance System Design (IDNR Lake and River Enhancement)
Syracuse, Indiana
DLZ Project No. 0463-0255-90

TO: All Bidders and others to whom Plans and Specifications for the above referenced
Project have been issued.

The items included in this addendum are to become a part of the original Bid Documents as if included therein. Only these items are to be altered. The remainder of the original Bid Documents maintains validity in its entirety.

CERTIFIED BY:

Jon LaTurner, P.E.
Public Works Department Manager
Registered Professional Engineer
State of Indiana No. 60910028

Frank D. Stewart, P.E.
Project Engineer
Registered Professional Engineer
State of Indiana No. PE10100196

ITEMIZED PROPOSAL

<u>ITEM NO.</u>	<u>REVISION</u>
3	Item No. 3 is to be “Manhole, C-2” instead of “Manhole, C-4” and the amount is to be 7
4	Total number of “Inlet, Type A” is to be 7.
6	Total lineal feet of “Pipe Removal” is to be 110.
27	NEW ITEM. An undistributed quantity of corrugated steel pipe equal in diameter to ITEM NO. 23 “SLOTTED DRAIN”. The unit of this item shall be LFT and the amount shall not exceed 20.
28	NEW ITEM. Total number of “Inlet, Type F” is to be 8. The unit of this item shall be EACH.

PLAN SHEETS

<u>PLAN SHEET</u>	<u>REVISION</u>
8	LINE “D1” is revised to include the addition of corrugated steel pipe to the west most end of the “SLOTTED DRAIN” and installation of a INDOT Type A inlet. This pipe extension and inlet installation, associated connections and finished elevations shall be field determined and verified as directed by the Local Public Agency and approved by the Engineer.
8	The note “SLOTTED DRAIN SEE SHEET #15” is revised to read “SLOTTED DRAIN SEE SHEET #14”
9	Structure No. 8 is revised to a Type F inlet.